



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

Some documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mail on April 21, 2012, however the respondent did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$1078.90, a request for recovery of the \$50.00 filing fee and a request to retain the full security deposit of \$525.00 towards the claim.

Background and Evidence

The applicant testified that:

- The tenant was responsible for paying the utilities at the rental unit and in fact utilities were in the tenants name, however the tenant stopped paying the utility bills and now he has received a letter from the City of Kelowna utilities Department stating that the utilities charges will be added to his taxes since the tenant has not paid them.
- The tenant had also signed a one-year fixed term tenancy agreement that had a liquidated damages clause in which the tenant agrees to pay \$250.00 if he ends the tenancy prior to the end of the lease. The end of the lease is November 30, 2012, however the tenant vacated on March 31, 2012.
- The tenant also left the rental property in need of significant cleanup and removal of garbage.

The applicant is therefore requesting an order as follows:

outstanding utility bills	\$718.90
Liquidated damages	\$250.00
Yard clean up and garbage removal	\$110.00
Filing fee	\$50.00
Total	\$1128.90

Analysis

It is my finding that the landlord has shown that the tenant has failed to pay his utility bill to the City of Kelowna and as a result the outstanding amount will be added to the landlord's taxes. I therefore allow the claim for the outstanding utility bill.

I also accept the landlord's undisputed, sworn testimony that there is a liquidated damages clause in the tenancy agreement and I therefore also allow the claim for liquidated damages.

I also accept the landlord's undisputed, sworn testimony that the tenant left the rental property in need of significant cleanup and garbage removal, and I therefore also allow the claim for cleanup and garbage removal.

I also order recovery of the filing fee.

Conclusion

I have allowed the landlords full claim \$1128.90 and I therefore order that the landlord may retain the full security deposit of \$525.00 and have issued a monetary order in the amount of \$603.90

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 14, 2012.

Residential Tenancy Branch